In re SCANA Corporation Securities Litigation, Civ. A. No. 3:17-CV-2616-MBS
APPENDIX TO CONSOLIDATED CLASS ACTION COMPLAINT

Defendants' False And Misleading Statements Concerning the Nuclear Project Schedule, Costs, And Eligibility To Receive Nuclear Tax Credits

Source	Speaker(s)	False and Misleading Statement(s)
October 27, 2015 8-K	SCANA, Marsh	"Among other things, upon effectiveness, the October 2015 Amendment would . . . (ii) revise ***the guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively***." "'We are excited about the changes in the structure of the construction team and the amendment to the EPC contract for the new nuclear plants and ***see these changes as very positive***,'" said Kevin Marsh, SCANA's Chairman and CEO." "The amendment to the EPC contract provides for significantly higher liquidated damages that are linked to timely completion of the nuclear plants and qualification for federal production tax credits. . . . ***We believe these changes provide better protection against future cost increases for our customers and the company***." "This amendment ***revises the Guaranteed Substantial Completion Dates (GSCDs) for Units 2 and 3 to August 31, 2019 and 2020, respectively***." "Under this amendment, the total Project costs for SCE&G will increase by approximately $286 million over the $6.827 billion approved by the Public Service Commission of South Carolina (SCPSC) in Order No. 2015-661. This will bring the ***total gross construction cost of the Project to approximately $7.113 billion***." "In addition, this amendment provides SCE&G, for itself and as agent for Santee Cooper, an exclusive and irrevocable option to, at any time prior to November 1, 2016, further amend the EPC Agreement to fix as of June 30, 2015 the total amount remaining to be paid for the entire scope of work on the Project at approximately $3.345 billion (SCE&G's 55% portion of $6.082 billion). This exercisable fixed price option would result in SCE&G's total Project costs to increase by approximately $774 million over the $6.827

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		billion approved by the SCPSC in Order No. 2015-661. ***This would bring the total gross construction cost of the Project to approximately $7.601 billion.***"
October 29, 2015 Call	Marsh	"Under this amendment, SCE&G has agreed to pay Westinghouse incremental capital costs of cost of approximately $245 million over the $5.247 billion approved in the Public Service Commission's recent order number 2015-661. ***This, along with estimated escalation and AFUDC, would bring the total gross construction cost of the project to approximately $7.113 billion. The amendment also revises the guaranteed substantial completion dates of units 2 and 3 to August 31, 2019 and 2020 respectively***." "Westinghouse also has the opportunity to earn, from SCE&G, completion bonuses of approximately $303 million or $151.5 million for each unit, depending on the timing of the plants been placed into service. In addition, this amendment provides SCE&G for itself and its agent for Santee Cooper, an exclusive and irrevocable option until November 1, 2016, to further amend the EPC agreement to fix the total amount remaining to be paid for the entire scope of work on the project after June 30, 2015, at approximately $3.345 billion, which is SCE&G's 55% portion of $6.082 billion. This fixed price option result in SCE&G paying Westinghouse incremental project costs of approximately $774 million over the previous escalated amount approved by the PSC of $6.826 billion. ***Combined with estimated escalation and AFUDC, this would bring the total gross construction cost of the project to approximately $7.601 billion.***"
October 29, 2015 Call	Addison	"***The total fixed price option would be $7.601 billion*** as we've laid out on slide 26, the third or fourth line down. That would be the total expected project cost. Of that, the capital cost portion or the construction contract, EPC contract, would be $6.757 billion. So the additional amount would be escalation to date on the existing work that's been done and then some additional dollars, the additional $20 million associated with the schedule

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		moving out two months for owners costs. But the bulk of that is fixed in the fixed price contract and that would be based on the guaranteed substantial completion dates. So, unit 2 August 2019 and unit 3 August 2020 and the liquidated damages are keyed off each of those dates for specific units." **Analyst: "**Okay. And then lastly could you just talk about how the risks get rebucketed from under the settlement? I mean obviously, you absolved some of your own risk that you bore, but how much -- what sort of risk would you say that you still retain and the risk that the construction consortium retains?" **Addison: "**Well, I would say our risk profile under either option is significantly enhanced. Under the existing option we've resolved all of these outstanding issues eliminates the risk of potential litigation on those issues and the risks just inherent in going through that process over time. I think the fact that we significantly raised the liquidated damages gives us a lot more protection. Under the existing contractual arrangement, our liquidated damages are six times what they were in the original contract. We still bear the risk of potential increased escalation and just increased interest expense during that time on the targeted dollars and the majority of dollars to be spent between now and the completion of the project are in that target bucket. But I think when you add all of those together, ***our risk profile is certainly reduced from where it was before we signed the amendment. . . [and] our only risk would be changes in law or change orders that might be associated with the project.***"
November 6, 2015 10-Q	SCANA, signed by Marsh and Addison	"Among other things, upon effectiveness, the October 2015 Amendment would . . . ***revise the guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively*** . . . ." "***Under the October 2015 Amendment, SCE&G's total estimated project costs will increase by approximately $286 million over the $6.8 billion approved by the SCPSC in September 2015, and will bring its total***

Source	Speaker(s)	False and Misleading Statement(s)
		estimated gross construction cost of the project (including escalation and AFC) to approximately $7.1 billion.” “Finally, upon effectiveness, the October 2015 Amendment would provide SCE&G and Santee Cooper an irrevocable option, until November 1, 2016 and subject to regulatory approvals, to further amend the EPC Contract to fix the total amount to be paid to the Consortium for its entire scope of work on the project (excluding a limited amount of work within the time and materials component of the contract price) after June 30, 2015 at $6.082 billion (SCE&G’s 55% portion being approximately $3.345 billion). This total amount to be paid would be subject to adjustment for amounts paid since June 30, 2015. Were this fixed price option to be exercised, the aggregate delay-related liquidated damages amount referred to in (iii) above would be capped at $338 million per unit (SCE&G’s 55% portion being approximately $186 million per unit), and the completion bonus amounts referred to in (iv) above would be $150 million per New Unit (SCE&G’s 55% portion being approximately $83 million per New Unit). ***The exercise of this fixed price option would result in SCE&G’s total estimated project costs increasing by approximately $774 million over the $6.8 billion approved by the SCPSC in September 2015, and would bring its total estimated gross construction cost (including escalation and AFC) of the project to approximately $7.6 billion.”*** “The IRS has notified SCE&G that, subject to a national megawatt capacity limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) ***would qualify for nuclear production tax credits*** under Section 45J of the Internal Revenue Code ***to the extent that such New Unit is operational before January 1, 2021*** and other eligibility requirements are met. These nuclear production tax credits (related to SCE&G's 55% share of both New Units) ***could total as much as approximately $1.4 billion. . . . Based on the guaranteed substantial completion dates provided above, both New Units are expected to be***

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		operational and to qualify for the nuclear production tax credits; however, ***further delays in the schedule*** or changes in tax law ***could impact such conclusions.***”
November 19, 2015 PSC Briefing	Marsh	“So, on line one, ***the guaranteed substantial completion dates, those have moved from June of '19 and June of 2020 for Units 2 and 3 — under the ‘EPC’ and the ‘Fixed-Price Option’ those have both moved to August of '19 and August of 2020. A couple of months' move there, but still we believe in time to finish the units for the production tax credit qualification***. The capital cost associated with these different options is on line two. And consistent with the Order we have today, the current Order, it's $5.247 billion, and that's in 2007 dollars. Under the ‘Amended EPC,’ it's $5.492 billion, also in 2007 dollars. And then in the ‘Fixed-Price’ Option" it's $6.757 billion in actual dollars, but that's a little still not apples-to-apples with some of the numbers because that includes inflation that's already absorbed in that fixed-price option which you can see on line three.” “We wanted to focus Westinghouse very keenly on meeting the deadlines for the production tax credits. As you know, ***those tax credits expire at the end of 2020. We have to have our plants on line at the end of 2020 to qualify for those. The first plant is certainly more than a year ahead of that; the second plant is a little bit less than six months ahead of that***, . . . so we wanted to make sure we kept them focused on trying to reach those goals so we could secure those benefits for customers that amount to about $2.3 billion on a pretax basis.” “The line that is really apples-to-apples is on line four, a ‘Total Expected Project Cost’ which takes the estimated cost plus inflation. The current Order, we projected the $6.827 billion, and that's consistent with the numbers you approved in our recent Order in September. ***Under the ‘Amended EPC’ it would go up $286 million to $7.113 billion. Then if we were to elect the fixed-price option, it would go up another $188 million, to bring it to $7.601 billion.***”

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November 19, 2015 PSC Briefing	Byrne	"To talk a little bit about the two options, as Kevin [Marsh] pointed out, ***we have an amended EPC and then we have an option to fix the price, but under either of those options we have reset the guaranteed substantial completion dates to August 31, 2019, for the first new unit, Unit 2; and August 31, 2020, for the second new unit, or Unit 3.***"
February 18, 2016 Call	Addison	**Analyst: "**Okay. Do you happen to know, or can I find somewhere in the BLRA filings what the cumulative costs for Unit 2 would be through 2019, as you currently stand today?" **Addison: *"Well, on the amended contract, it's about -- the total price of the units is about $7.1 billion***, so you can roughly estimate 50% of that."
February 18, 2016 Call Investor Presentation	SCANA, Addison, Byrne	PowerPoint slide deck titled "Fourth Quarter & Full Year 2015," used during the February 18, 2016 Call, listed the "***Guaranteed Substantial Completion Dates***" for the Nuclear Project as "***Unit 2 – August 2019***" and "***Unit 3 – August 2020***," and represented the "***Total Expected Project Cost***" as ***"$7.113 billion***" under the Amended EPC Contract and ***"$7.601 billion***" under the Fixed Price Option, if elected.
February 26, 2016 10-K	SCANA, signed by Marsh, Addison and the Director Defendants	"***Guaranteed Substantial Completion Dates***" listed as "***August 2019***" and "***August 2020***" for Units 2 and 3, respectively. "Total Expected Project Cost (SCE&G's 55% share)" listed as ***"$7.113 billion***" under "***October 2015 Amendment***" and "***$7.601 billion***" under "***Fixed Price Option Under the October 2015 Amendment***" "***Among other things, the October 2015 Amendment: . . . revised the guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively*** . . . ."

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		"Under the October 2015 Amendment, ***SCE&G's total estimated project costs increased by approximately $286 million over the $6.8 billion approved by the SCPSC in September 2015, bringing its total estimated gross construction cost of the project (including escalation and AFC) to approximately $7.1 billion.***" "Finally, the October 2015 Amendment provides SCE&G and Santee Cooper an irrevocable option, until November 1, 2016 and subject to regulatory approvals, to further amend the EPC Contract to fix the total amount to be paid to the Consortium for its entire scope of work on the project (excluding a limited amount of work within the time and materials component of the contract price) after June 30, 2015 at $6.082 billion (SCE&G's 55% portion being approximately $3.345 billion). This total amount to be paid would be subject to adjustment for amounts paid since June 30, 2015. Were this fixed price option to be exercised, the aggregate delay-related liquidated damages referred to in (iii) above would be capped at $338 million per unit (SCE&G's 55% portion being approximately $186 million per unit), and the completion bonus referred to in (iv) above would be $150 million per New Unit (SCE&G's 55% portion being approximately $83 million per New Unit). ***The exercise of this fixed price option would result in SCE&G's total estimated project costs increasing by approximately $774 million over the $6.8 billion approved by the SCPSC in September 2015, and would bring its total estimated gross construction cost (including escalation and AFC) of the project to approximately $7.6 billion***." "The IRS has notified SCE&G that, subject to a national megawatt capacity limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) would qualify for nuclear production tax credits under Section 45J of the Internal Revenue Code to the extent that such New Unit is operational before January 1, 2021 and other eligibility requirements are met. These nuclear production tax credits (related to SCE&G's 55% share

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		of both New Units) could total as much as approximately $1.4 billion. Such credits would be earned over the first eight years of each New Unit's operations and would be realized by SCE&G over those years or during allowable carry-forward periods. ***Based on the guaranteed substantial completion dates provided above, both New Units are expected to be operational and to qualify for the nuclear production tax credits***; however, ***further delays in the schedule*** or changes in tax law ***could impact such conclusions***."
March 2, 2016 SCANA Investor Presentation – UBS & Morgan Stanley Utilities Conference	SCANA	PowerPoint presentation lists the "***Guaranteed Substantial Completion Dates***" for Units 2 and 3 as "***August 2019***" and "***August 2020,***" respectively, with the revised "***Total Expected Project Cost***" at "***$7.113 billion***" under the Amended EPC and "***$7.601 billion***" under the Fixed Price Option.
April 28, 2016 Call Investor Presentation	SCANA, Addison, Byrne	PowerPoint slide deck titled "First Quarter 2016," used during the April 28, 2016 Call, listed the "***Guaranteed Substantial Completion Dates***" for the Nuclear Project as "***Unit 2 – August 2019***" and "***Unit 3 – August 2020***," and represented the "Total Expected Project Cost" as ***"$7.113 billion***" under the Amended EPC Contract and ***"$7.601 billion***" under the Fixed Price Option, if elected.
May 6, 2016 10-Q	SCANA, signed by Marsh and Addison	"Among other things, the October 2015 Amendment: . . . revised the ***guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively***. . . ." "Under the October 2015 Amendment, SCE&G's total estimated project costs increased by approximately $286 million over the $6.8 billion approved by the SCPSC in September 2015. In addition, SCE&G has updated project costs for estimated change orders related to certain outstanding disputes not resolved by the October 2015 Amendment. As of April 30, 2016, these estimated change orders total approximately $53 million. ***The estimated gross construction cost of the project (including the effects of these change orders, escalation and AFC) as of March 31, 2016 totals approximately $7.2 billion.***"

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		"Finally, the October 2015 Amendment provides SCE&G and Santee Cooper an irrevocable option, until November 1, 2016 and subject to regulatory approvals, to further amend the EPC Contract to fix the total amount to be paid to the Consortium for its entire scope of work on the project (excluding a limited amount of work within the time and materials component of the contract price) after June 30, 2015 at $6.082 billion (SCE&G's 55% portion being approximately $3.345 billion). This total amount to be paid would be subject to adjustment for amounts paid since June 30, 2015. Were this fixed price option to be exercised, the aggregate delay-related liquidated damages referred to in (iii) above would be capped at $338 million per unit (SCE&G's 55% portion being approximately $186 million per unit), and the completion bonus referred to in (iv) above would be $150 million per New Unit (SCE&G's 55% portion being approximately $83 million per New Unit). The exercise of this fixed price option would result in SCE&G's total estimated project costs increasing by approximately $774 million over the $6.8 billion approved by the SCPSC in September 2015. This increase does not include the estimated change orders described previously totaling approximately $53 million and additional sales tax that would be due under this fixed price option of approximately $10 million. ***The estimated gross construction cost of the project (including the effects of these change orders and additional sales tax, escalation and AFC) under this fixed price option would total approximately $7.7 billion***." "The IRS has notified SCE&G that, subject to a national megawatt capacity limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) would qualify for nuclear production tax credits under Section 45J of the Internal Revenue Code to the extent that such New Unit is operational before January 1, 2021 and other eligibility requirements are met. These nuclear production tax credits (related to SCE&G's 55% share of both New Units) could total as much as approximately $1.4 billion. Such credits would be earned over the first eight years of each New Unit's operations and would be realized by SCE&G over those years or during

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		allowable carry-forward periods. ***Based on the guaranteed substantial completion dates provided above, both New Units are expected to be operational and to qualify for the nuclear production tax credits***; however, ***further delays in the schedule*** or changes in tax law ***could impact such conclusions***."
May 26, 2016 Press Release	SCANA, Marsh	"***The construction schedule reflected in the petition indicates a guaranteed substantial completion date for Unit 2 of August 2019 and a guaranteed substantial completion date for Unit 3 of August 2020.*** These dates were established by Westinghouse in the October 2015 Amended EPC Contract. Subsequent to the signing of this Amended EPC Contract, Westinghouse hired Fluor as the subcontracted construction manager for the project. This petition reflects an increase in SCE&G's total Project costs of approximately $852 million (a reconciliation of these additional costs can be found below) over the $6.827 billion approved by the SCPSC in Order No. 2015-661. This increase includes approximately $505 million that is directly related to the fixed price option. ***The total project cost is now estimated at approximately $7.679 billion including owner's cost, transmission, escalation and allowance for funds used during construction.***"
May 26, 2016 8-K	SCANA	***"The estimated gross construction cost of the New Units under the fixed price option would total approximately $7.7 billion."*** "The construction schedule reflected in the Petition indicates a ***guaranteed substantial completion date for Unit 2 of August 2019 and a guaranteed substantial completion date for Unit 3 of August 2020."***
June 8, 2016 8-K	SCANA	"Among other things, the October 2015 Amendment provides for the development of a revised construction milestone payment schedule and establishes a dispute resolution board (the "DRB") process for certain commercial claims and disputes, including any dispute that might arise with respect to the development of the revised construction milestone payment schedule. We and Santee Cooper have been negotiating with the Consortium regarding the development of such schedule. To date, while negotiations are

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		ongoing, the parties have been unable to agree to the timing and amounts of various payments. As a result of the lack of agreement, we anticipate that the matter may be referred to the DRB in the near future. ***Total estimated project costs and the guaranteed substantial completion dates are not at issue.”***
July 1, 2016 PSC Direct Testimony	Addison	“Without approval of the cost and construction schedules proposed here, the Company’s ability to finance the completion of the Units on reasonable financial terms may be placed in great jeopardy. . . . ***The current schedules reflect the best information available about the anticipated costs and construction timetables for completing the project. The anticipated capital costs presented here are not speculative. As Mr. Byrne testifies, they are based on a careful review of construction plans and the expected costs of the tasks required to complete them. No speculative or un-itemized costs are included in this cost schedule. It is appropriate that this cost schedule be approved under the BLRA as the updated schedule for the project***.”
July 1, 2016 PSC Direct Testimony	Byrne	“***The Guaranteed Substantial Completion Dates (‘GSCDs’) of the Units are now August 31, 2019 for Unit 2 and August 31, 2020 for Unit 3.*** These dates are each approximately two months later than the projected completion dates approved in the last BLRA order.” **“Q: ARE THESE SUBSTANTIAL COMPLETION DATES AND THE CONSTRUCTION SCHEDULES THAT SUPPORT THEM REASONABLE?** **[Byrne]**: ***Yes***. The substantial completion dates and the construction schedules . . . are based on extensive construction data that Westinghouse has provided to SCE&G. That data includes a construction schedule which identifies and sequences the tens of thousands of specific construction activities that must be accomplished to complete the project. ***SCE&G’s construction experts have reviewed this schedule and found that its scope and sequencing is logical and appropriate***. . . . Consistent with its responsibilities as Owner, ***SCE&G has carefully reviewed and evaluated all information that is available related to the project and schedule and finds***

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		it to be reasonable. ***It is my opinion that Westinghouse and Fluor have a reasonable construction plan in place to achieve the GSCDs***. That plan is reflected in the milestone construction schedule . . . . ***It is my considered opinion that [the milestone construction schedule] represents a reasonable and prudent schedule for completing the project as envisioned by the BLRA and should be adopted*** . . . ." "As a result of the Amendment, we now have in place: 1. A fully restructured Consortium, 2. A new and highly-skilled mega-projects construction manager, 3. An Amendment that eliminates practically all the major commercial issues between the parties at this time, 4. An EPC Contract that has been reformulated to limit future disputes, and 5. Revised liquidated damages, completion incentives and other EPC terms that put Westinghouse at risk for approximately $1.0 billion on a 100% basis due to delay. ***All these factors support the conclusion that the construction schedule . . . is [a] reasonable and prudent schedule for completing the Units.***" "**Guaranteed Substantial Completion Dates:** ***The GSCDs of the Units have been revised to August 31, 2019 for Unit 2 and August 31, 2020 for Unit 3.***" "Apart from the safety and quality of construction, one of SCE&G's principal objectives was the completion of the Units in time to qualify for all available federal production tax credits. ***The projected benefit of those credits is worth approximately $2.2 billion and will be passed on directly to***

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		our customers." **"Q. DO YOU HAVE AN OPINION CONCERNING THE REASONABLENESS AND PRUDENCE OF THESE ADJUSTMENTS TO OWNER'S COST?"** **[Byrne]**: "It is my firm opinion that these costs reflect a necessary and valuable investment that the Company is making to protect the interest of its customers in these long-lived assets, as well as those of our partner Santee Cooper. ***They are prudent in every respect***." **"Q. ARE THE UPDATES REQUESTED IN THIS PROCEEDING REASONABLE AND PRUDENT?** **[Byrne:]** ***Yes. The updates presented in this proceeding are reasonable and prudent.*** As President for Generation and Transmission, I am involved on an on-going basis with all major aspects of the construction project and was directly involved in the negotiations of both the EPC Contract Amendment and the decision to exercise the fixed-price option. The adjustments requested in this proceeding include adjustments to the construction schedule as well as to EPC costs and Owner's cost. ***They are adjustments that I know to represent reasonable and prudent changes in the cost and construction schedules for the Units.*** Making these adjustments is necessary to create the anticipated cost and construction schedules for the Units as required by the BLRA. ***Based on my knowledge of the project, and in my professional opinion, the adjustments are in no way the result of any lack of responsible and prudent management of the project by the Company or of imprudence by the Company in any respect.*** I ask the Commission to approve the updated capital cost and construction schedules as presented here . . . ."

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July 1, 2016 PSC Direct Testimony	Marsh	Reiterates "***Gross Construction***" cost of "***$7.674 [billion].***" "***The federal tax credits that are available to the project are worth a total of $2.2 billion to customers. Both of our plants must produce power before the end of 2020 to qualify for the full amount of these credits. The GSCD for Unit 2 is now 16 months ahead of that deadline and the GSCD for Unit 3 is four months ahead of it.*** These are tight windows, so we wanted to focus Westinghouse very keenly on meeting these deadlines."
July 28, 2016 Call	Byrne	"***The guaranteed [substantial] completion dates remain at August of 2019 for Unit 2 and August 2020 for Unit 3. We don't see anything to change those***. Fluor's review of the schedule is really something that should conclude somewhere in the third quarter and then they will be giving that to Westinghouse. And remember that on the project now we're just dealing with Westinghouse, Fluor is a subcontractor to Westinghouse. ***I don't expect anything necessarily to change from that [Fluor] review,*** save for perhaps the number of hours it might take and shifts that they would have to put on, that kind of thing. So the goal of that schedule review was to hold the dates constant and see what it would take to accomplish those dates. ***So I don't expect anything dramatic to come from that.***"
August 5, 2016 10-Q	SCANA, signed by Marsh and Addison	"[T]he October 2015 Amendment . . . revised the ***guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively . . . .*** " "Under the October 2015 Amendment, SCE&G's total estimated project costs increased over the $6.8 billion approved by the SCPSC in September 2015. In addition, SCE&G has updated project costs for estimated change orders related to certain outstanding disputes not resolved by the October 2015 Amendment. As a result, ***the estimated gross construction cost of the***

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		project (including the effects of these change orders, escalation and AFC) totals approximately $7.2 billion.” “On May 26, 2016, SCE&G petitioned the SCPSC seeking approval to update the capital cost schedule and construction milestone schedule for the New Units consistent with the October 2015 Amendment. Within this petition, SCE&G also informed the SCPSC that it had notified WEC of its intent to elect the fixed price option, subject to concurrence by Santee Cooper and approval by the SCPSC. The petition reflects an increase in total project costs of approximately $852 million over the cost approved by the SCPSC in September 2015, of which approximately $505 million is directly attributable to the fixed price option. ***The project's estimated gross construction cost is now estimated to be approximately $7.7 billion, including owner’s costs, transmission, escalation and AFC.*** On June 30, 2016, Santee Cooper's board of directors approved a resolution authorizing the execution of a limited agency agreement pursuant to which SCE&G, for itself and on behalf of Santee Cooper, would elect the fixed price option on its behalf. SCE&G then executed the fixed price option on July 1, 2016, subject to SCPSC approval. A public hearing on this matter is scheduled to begin on October 4, 2016, and the SCPSC is expected to issue its order in November 2016.” “The IRS has notified SCE&G that, subject to a national megawatt capacity limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) would qualify for nuclear production tax credits under Section 45J of the Internal Revenue Code to the extent that such New Unit is operational before January 1, 2021 and other eligibility requirements are met. ***These nuclear production tax credits (related to SCE&G's 55% share of both New Units) could total as much as approximately $1.4 billion.*** Such credits would be earned over the first eight years of each New Unit's operations and would be realized by SCE&G over those years or during allowable carry-forward periods. ***Based on the guaranteed***

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		substantial completion dates provided above, both New Units are expected to be operational and to qualify for the nuclear production tax credits; however, ***further delays in the schedule*** or changes in tax law ***<u>could</u> impact such conclusions***."
September 1, 2016 Press Release	SCANA	"This settlement agreement signifies that no contested issues exist among the settling parties and supports approval of the updated construction schedule***, which indicates guaranteed substantial completion dates of August 2019 and August 2020 for Units 2 and 3, respectively, and inclusion of an additional $831 million in the capital cost schedule.***"
October 7, 2016 Media Day 2016 Video	Byrne	Presentation states: "***We have established considerable cost certainty***." Byrne says: "***We have established significant cost certainty. . . . We negotiated a fixed price option.***"
November 4, 2016 10-Q	SCANA, signed by Marsh and Addison	"On September 1, 2016, SCE&G, ORS and certain other parties entered into a settlement agreement related to SCE&G's May 26, 2016 petition to update construction and capital cost schedules, including SCE&G's election of the fixed price option included in the October 2015 Amendment. Under the terms of the settlement agreement, the settling parties agree to support SCPSC approval of the updated construction schedule, ***which indicates substantial completion dates of August 2019 and August 2020 for the New Units***, and SCE&G's election of the fixed price option." "[T]he October 2015 Amendment. . . revised the ***guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively . . . .***" "Under the October 2015 Amendment, SCE&G's total estimated project costs increased over the $6.8 billion approved by the SCPSC in September 2015. In addition, SCE&G has updated project costs for estimated change orders related to certain outstanding disputes not resolved by the October 2015 Amendment. ***As a result, SCE&G's estimated gross construction cost for the project (including the effects of these change orders, escalation and AFC but excluding the fixed price option described below) totaled***

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		approximately $7.2 billion." "On May 26, 2016, SCE&G petitioned the SCPSC seeking approval to update the capital cost schedule and construction milestone schedule for the New Units consistent with the October 2015 Amendment. Within this petition, SCE&G also informed the SCPSC that it had notified WEC of its intent to elect the fixed price option, subject to concurrence by Santee Cooper and approval by the SCPSC. The petition reflected an increase in total project costs of approximately $852 million over the cost approved by the SCPSC in September 2015, of which approximately $505 million is directly attributable to the fixed price option. ***SCE&G's estimated gross construction cost for the project is now estimated to be approximately $7.7 billion, including owner's costs, transmission, escalation and AFC.*** After receiving Santee Cooper's concurrence in June 2016, SCE&G executed the fixed price option on July 1, 2016, subject to SCPSC approval." "The settlement agreement supports approval of the fixed price option and the revised construction and capital cost schedules, ***including the guaranteed substantial completion dates of August 2019 and August 2020 for Units 2 and 3, respectively*** . . . ." "The IRS has notified SCE&G that, subject to a national megawatt capacity limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) would qualify for nuclear production tax credits under Section 45J of the IRC to the extent that such New Unit is operational before January 1, 2021 and other eligibility requirements are met. These nuclear production tax credits (related to SCE&G's 55% share of both New Units) could total as much as approximately $1.4 billion. Such credits would be earned over the first eight years of each New Unit's operations and would be realized by SCE&G over those years or during allowable carry-forward periods. ***Based on the guaranteed substantial completion dates provided above, both New Units are expected to be operational and to qualify for the***

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		nuclear production tax credits; however, ***further delays in the schedule*** or changes in tax law ***could impact such conclusions***."
November 9, 2016 Press Release	SCANA	"***The approved construction schedule designates guaranteed substantial completion dates of August 2019 and August 2020 for Units 2 and 3, respectively. The approved capital cost schedule includes incremental capital costs that total $831 million (SCE&G's 55% portion in 2007 dollars). The total project capital cost is now estimated at approximately $6.8 billion (SCE&G's 55% portion in 2007 dollars) or $7.7 billion including escalation and allowance for funds used during construction (SCE&G's 55% portion in future dollars).***"
February 14, 2017 Press Release	SCANA	"South Carolina Electric & Gas Company (SCE&G), principal subsidiary of SCANA Corporation (NYSE:SCG) (SCANA), and V.C. Summer Nuclear Station co-owner, Santee Cooper, have received information from Westinghouse Electric Company (WEC) officials that indicates WEC and its parent guarantor, Toshiba Corporation (Toshiba), are committed to completing the two new Westinghouse AP1000 nuclear units being constructed in Jenkinsville, SC. ***In addition to this reaffirmation, WEC provided SCE&G with revised in-service dates of April 2020 and December 2020 for Units 2 and 3, respectively. . . . The completion dates provided in the new schedule*** are within the 18 month contingency period provided under the construction provisions of the Base Load Review Act . . . and ***would enable both units to qualify, under current law, for the federal production tax credits."***
February 16, 2017 Call	Byrne	**Analyst:** "[Is it] conceivable that unit [Unit 3] wouldn't qualify for PTCs?" **Byrne:** "That possibility exists. There are a couple things that are yet undefined or untested relative to qualification production tax credits. One is, what is the definition of in service. ***Because certainly we'll be making some power from those units prior to declaring it in service. So if making power qualifies, then we'll be ahead of those dates.*** That just gives us a little bit more room, probably on the order of two months."

Source	Speaker(s)	False and Misleading Statement(s)
		Analyst: "So I wanted to follow-up a little bit, I imagine a lot of questions here around it. But first a little bit of an update on worker productivity to the extent to which you have a sense. **Given the new timelines released, obviously recently, what's your level of confidence against these timelines, particularly given some of the risks around further delay on the second unit?** Do you have any sense on that?" **Byrne: "**Julien, this is Steve. When you say the second unit, you talking about the second new unit or talking about Unit 2, which is the first new unit?" **Analyst: "**Sorry, yes, **the second new unit and the 2020 deadline**." **Byrne: "**What we've seen so far is that the efficiency factors have increased significantly on Unit 3, our second new unit. In some cases, it's a matter of hours and in other cases, it's double or triple the efficiency factor for the second unit. So we're learning the lessons from the first unit and applying them to the second unit and ***it's going much, much more smoothly***. ***So I have a reasonable confidence in the efficiency gains for the second new unit***."
February 24, 2017 10-K	SCANA, signed by Marsh, Addison, Hagood, and Roquemore	"In addition to the project risks highlighted in Toshiba's disclosures surrounding the large losses described above, additional risks and uncertainties regarding the project schedule are evident. In February 2017, WEC notified the Company and Consolidated SCE&G that the contractual guaranteed substantial completion dates of August 2019 and 2020 for Unit 2 and Unit 3, respectively, which were reflected in the October 2015 Amendment, are not likely to be met. ***Instead, revised substantial completion dates of April 2020 and December 2020 are reflected within WEC's revised project schedule.*** While these later dates remain within the SCPSC-approved 18-month contingency periods provided for under the

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		BLRA, and achievement of such dates would also allow the output of both units to qualify, under current law, for federal production tax credits, there remains substantial uncertainty as to WEC's ability to meet these dates given its historical inability to meet forecasted productivity and work force efficiency levels." "***The approved construction schedule designates contractual guaranteed substantial completion dates of August 31, 2019 and August 31, 2020 for Units 2 and 3, respectively, although recent communications from WEC indicate substantial completion dates of April 2020 and December 2020 for Units 2 and 3, respectively.*** These later dates remain within SCPSC-approved 18-month contingency periods provided for under the BLRA, and achievement of such dates would also allow the output of both units to qualify, under current law, for federal production tax credits." "The approved capital cost schedule includes incremental capital costs. ***SCE&G's total project capital cost is now estimated at approximately $6.8 billion including owner's costs and transmission, or $7.7 billion with escalation and AFC***." "***The approved construction schedule designates contractual guaranteed substantial completion dates of August 31, 2019 and August 31, 2020 for Units 2 and 3, respectively.*** The approved capital cost schedule includes incremental capital costs that total $831 million. ***SCE&G's total project capital cost is now estimated at approximately $6.8 billion including owner's costs and transmission, or $7.7 billion with escalation and AFC.***" "The October 2015 Amendment: . . . revised the ***contractual guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively*** . . . ." "The IRS has notified SCE&G that, subject to a national megawatt capacity

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		limitation, the electricity to be produced by each of the New Units (advanced nuclear units, as defined) would qualify for nuclear production tax credits under Section 45J of the IRC to the extent that such New Unit is operational before January 1, 2021 and other eligibility requirements are met. These nuclear production tax credits (related to SCE&G's 55% share of both New Units) could total as much as approximately $1.4 billion. Such credits would be earned over the first eight years of each New Unit's operations and would be realized by SCE&G over those years or during allowable carry-forward periods. ***Based on current tax law and the contractual guaranteed substantial completion dates (and the recently revised forecasted dates of completion) provided above, both New Units would be operational and would qualify for the nuclear production tax credits***; however, any ***further delays in the schedule*** or changes in tax law ***<u>could</u> adversely impact such conclusions***."
May 5, 2017 10-Q	SCANA, signed by Marsh and Addison	In February 2017, WEC notified the Company and Consolidated SCE&G that the contractual guaranteed substantial completion dates of August 2019 and 2020 for Unit 2 and Unit 3, respectively, which were reflected in the October 2015 Amendment, are not likely to be met. ***Instead, WEC provided further revised estimated substantial completion dates of April 2020 and December 2020.*** These later dates remain within the SCPSC-approved 18-month contingency periods provided for under the BLRA, ***and achievement of such dates would also allow the output of both units to qualify, under current law, for federal production tax credits***. There remains substantial uncertainty as to WEC's ability to meet these dates given its historical inability to meet forecasted productivity and work force efficiency levels.